INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

H. William Tanaka d/b/a Tanaka Walders & Ritger Name of Foreign Principal

Japan Pottery Exporters' Association

## Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. 

  There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. D The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To render general counseling services bearing on exportation and marketing in the U.S.

	-2-		
5. Describe fully the activities the regi	strant engages in or proposes to engag	e in on behalf of the a	bove foreign principal.
See Statement No.	. 4		
		1 1 1 1 - 1	in Cartian 1/a) aftha Aat9l
6. Will the activities on behalf of the a Yes □ No □χχ	above foreign principal include politica	il activities as delined	in Section 1(0) of the Act?
If yes, describe all such political active together with the means to be emp	vities indicating, among other things, to loyed to achieve this purpose.	he relations, interests	or policies to be influenced
•			
			<b>\</b>
Date of Exhibit B	Name and Title  H. WIlliam Tanaka	1/10	Signature
7/20/85	Attorney	11,66	Minha

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indectrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the convert of the United States or with reference to the political or public interests, policies, or relations are remement of a foreign country or a foreign political party.

LAW OFFICES

## TANAKA WALDERS & RITGER

1919 PENNSYLVANIA AVENUE, N. W. WASHINGTON, D. C. 20006

202-223-1670

RETAINER AGREEMENT

BETWEEN

PANAFAX: 202-293-2119 TELEX: 248450

INDUSTRIAL ECONOMIST
JAMES C. DAVENPORT \*
LEGISLATIVE TRADE ANALYST
ROBERT M. RUSSELL \*

. HOT A HEMBER OF ANY BAR

## . THE JAPAN POTTERY EXPORTERS! ASSOCIATION

AND

## H. WILLIAM TANAKA

WHEREAS, the Japan Pottery Exporters' Association of Nagoya, Japan (hereinafter referred to as "Association"), desires general counseling services bearing on the exportation and marketing in the U.S., particularly of ceramic tile, earthenware and chinaware tableware, as well as insulators and novely items, and

WHEREAS, H. William Tanaka, Counselor at Law (hereinafter referred to as "Counsel"), desires to render such general counseling services,

NOW, THEREFORE, it is mutually agreed that:

- 1. Association retains the services of Counsel of the services of the services of Counsel of the services of Counsel of the services of Counsel of the services of the serv
- 2. Counsel shall be retained by Association at a  $\frac{2}{2}$ e  $\frac{2}{3}$ 0 (Seven Thousand Dollars) for the one year period.
- 3. Nominal out-of-pocket expenses incident to the rendition of general counseling services by Counsel would be included in the aforementioned fee to be paid by Association. However, any extraordinary expenses such as out-of-town travel shall be reimbursable over and above the retainer fee, provided that prior approval is obtained by Counsel from Association in advance of such extraordinary expenses.
- 4. It shall be clearly understood and agreed that the general counseling services to be rendered shall not include the rendition of any legal services in connection with specific legislative, administrative, judicial proceedings wherein formal representation of Association or its membership interests is involved.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

JAPAN POTTERY EXPORTERS' ASSOCIATION

By: Duly Authorized Officer

Date:\_\_\_\_\_

H. WILLIAM TANAKA

PATRICK F. O'LEARY

MICHELE N. TANAKA

DONALD L. E. RITGER

OF COUNSEL

LAWRENCE R. WALDERS

B. JENKINS MIDDLETON

ROBERT S. SCHWARTZ

H. WILLIAM TANAKA

Counselor, at Law

ate: "// 5 °/